

recite any structure other than the word "means". Thus, for example, applicants could have substituted the word "means" for "compartment", or they could have said, "compartment with means for". Such formulations would have clearly been within the four corners of 35 U.S.C. 112, paragraph 6. By having used the more structurally descriptive word, "compartment," rather than the broader term, "means," they have only improved the definiteness of the claim.

The examiner has made the same rejection under 35 U.S.C. 112 of claims 23, 26, 38, and 42 (actually, he indicates that the rejection is of claims 23-51, but the only specific objections are to these claims). In every case, the same is true. The structure recited in the claim is not actually necessary, as it could have been left out in favor of the word, "means". But including it only improves the definiteness of the claim.

The examiner has rejected claims 13, 15, 16, 19, 23, 24, and 46 under 35 U.S.C. 102(b) as being anticipated by Engel (4,539,996). The examiner has reached this conclusion by interpreting "connector" broadly enough to have it read on an electrically connective path 16 disclosed in Engel. That is not a fair interpretation of the word. It is inconsistent with its normal usage in the field, and with its usage in the specification. Clearly, a "connector" is something that allows an electrical connection to be made, by connecting the connector to a mating connector, or broken, by disconnecting the connector. That is how the term is universally used in the field, and how it is used in the application. E.g., see the discussion of connector 116 at col.

5, lines 5-14. The connector is described as having "terminals", which, as any one of ordinary skill knows, are electrical elements common to any connector, and that engage a mating connector. The connector also has a body that contains the terminals. Accordingly, the examiner is asked to apply a reasonable interpretation to the word, "connector", and to withdraw this 102(b) rejection.

The examiner has rejected claims 23-38, 45, 48, and 51 under 35 U.S.C. 102(e) as being anticipated by Gilman (5,402,884). Again, the examiner has relied on an unfair interpretation of the word, "connector". Claim 23 requires

a connector electrically connected to the electrode and comprising a connector body including a first end exposed to an interior of the compartment and in isolation from the external environment, and a second end isolated from the interior of the compartment when the compartment maintains the electrode in isolation from the external environment, the connector body providing an electrically connective path to the electrode from outside the compartment when the compartment maintains the electrode in isolation from the external environment.

As just noted above, ordinary usage of the term "connector", and usage in the specification, is to describe something that allows an electrical connection to be made and broken, and that contains terminals supported by a connector body. The examiner reads "connector" as describing wires 132, 135 extending through the package periphery. Wires are simply not connectors. The only thing they have in common is that they include an electrical conductor. They are not capable of making and breaking an electrical connection, and they lack terminals supported by a

connector body. Accordingly, the examiner is asked to apply a reasonable interpretation to the word, "connector", and to withdraw this 102(e) rejection.

The examiner has rejected claims 16, 17, 19, 43, 44, and 50 under 35 U.S.C. 103(a) as being unpatentable over Gilman in view of Engel. For at least the reasons given above in connection with the discussion of the 102(b) and 102(e) rejections over Engel and Gilman, this 103(a) rejection should be reconsidered and withdrawn. The examiner has altogether failed to take into consideration the considerable nonobviousness of providing a connector as called for in the various claims, and instead has treated the claims as if "connector" merely amounted to requiring an electrical conductor.

Accordingly, the claims are believed to be in condition for allowance.

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